

JUDGE SCHEINDLIN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CIV 8595

ORIENT OVERSEAS CONTAINER LINE
LIMITED and OOCL (USA) INC.,

Plaintiff(s),

-against-

STRONG INTERNATIONAL TRADING
CO., STRONG AMERICA LIMITED and
STRONG AMERICA LTD.

Defendant(s).

07 CV _____



PLEASE TAKE NOTICE that Plaintiff(s), ORIENT OVERSEAS CONTAINER LINE and OOCL (USA) INC., (collectively "OOCL"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), STRONG INTERNATIONAL TRADING CO., STRONG AMERICA LIMITED and STRONG AMERICA LTD., (collectively "STRONG COMPANIES"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Plaintiff ORIENT OVERSEAS CONTAINER LINE is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Plaintiff OOCL (USA) INC. is a legal entity duly organized and existing pursuant to the laws of the United States.

4. Defendant STRONG INTERNATIONAL TRADING CO. is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 1177 Flushing Avenue, Brooklyn, NY 11237.

5. Defendant STRONG AMERICA LIMITED is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 1177 Flushing Avenue, Brooklyn, NY 11237.

6. Defendant STRONG AMERICA LTD. is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 2-39 54th Avenue, Long Island City, NY 11101.

7. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff OOCL resides and/or maintains a principal place of business in the Southern District of New York.

8. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE STRONG COMPANIES

9. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "8" as if specifically set forth herein at length.

10. At all times relevant herein, Defendant STRONG COMPANIES entered into agreements, service contracts, contracts of affreightment, charter agreements and/or bills of lading, with Plaintiff for the carriage, storage, handling, care and/or maintenance of Defendant's cargoes by Plaintiff in consideration for payments by Defendant to Plaintiff for said services.

11. Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant's goods.

12. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay freight, dead freight, demurrage, detention, port fees, tariffs and other associated costs.

13. As a result of Defendant's breach of the subject agreements and Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the agreements and at law.

14. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

15. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the agreements and at law.

16. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$9,875.00, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE STRONG COMPANIES

17. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "16" as if specifically set forth herein at length.

18. Defendant has an account stated with the Plaintiff.

19. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$9,875.00, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST THE STRONG COMPANIES

20. Plaintiff repeat and reiterate each and every allegation contained in paragraphs "1" through "19" as if specifically set forth herein at length.

21. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiff prays:

(A). that judgment be entered in favor of Plaintiff for an amount exceeding **nine thousand eight hundred seventy-five dollars** \$9,875.00, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and

(C). that Plaintiff be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

September 28, 2007

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
ORIENT OVERSEAS CONTAINER LINE
LIMITED and OOCL (USA) INC.

By: 

Jorge A. Rodriguez (JR 2162)
111 Broadway, Tenth Floor
New York, New York 10006
Tel (212) 385-1422
Fax (212) 385-1605
Our File No. 12/3477

SERVICE LIST

STRONG INTERNATIONAL TRADING
CO.
1177 Flushing Avenue
Brooklyn, NY 11237

STRONG AMERICA LIMITED
1177 Flushing Avenue
Brooklyn, NY 11237

STRONG AMERICA LTD
2-39 54th Avenue
Long Island City, NY 11101